



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 23, 2022

Mark X. Mullin
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:

Joe Bob Scroggins,

Debtor.

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Case No. 22-41027-mxm13

FreedomRoad Financial,

Movant,

v.

Joe Bob Scroggins,

Debtor-Respondent.

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Hearing on Motion to Lift
Automatic Stay:
June 9, 2022 at
9:30 a.m.

AGREED ORDER

Came the parties before the Court in the above-entitled and numbered proceeding,
wherein Joe Bob Scroggins is the Debtor and FREEDOMROAD FINANCIAL is the Movant,
and came the parties by and through their attorneys of record to announce to the Court that they

had reached an agreement for the settlement of certain matters in controversy herein, and the agreement which pertains to the 2022 KTM 350 EXC-F dirt bike, VIN:

VBKEXG409NM221177, is as follows:

a. Upon receipt of guaranteed fund in the amount of \$3,054.77, which represents pre-petition arrears, post-petition default and impound fees, FreedomRoad Financial shall release the Collateral to Debtor.

b. Debtor shall remain current to FreedomRoad Financial on Debtor's monthly payments concerning Debtor's Contract in the amount of \$223.53, commencing with the payment due June 25, 2022.

c. Debtor shall maintain continuous insurance coverage on the above-described vehicle as required by the Contract, listing FreedomRoad Financial as loss payee, and shall provide FreedomRoad Financial with continuous written proof of such insurance as it is renewed from time to time until the debt has been satisfied in full.

If Debtor fails to comply with any the above paragraphs, the Automatic Stay of 11 U.S.C. §362 regarding the above-described vehicle shall be lifted without further motion, hearing, or notice, and FreedomRoad Financial by and through its attorney shall submit a Certificate of default to the Court.

The parties agree and acknowledge that in the event of closure, termination or conversion of the Debtor's bankruptcy case, the terms of this Agreed Order are null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

IT IS THEREFORE ORDERED, ADJUDGED AND AGREED that the Automatic Stay afforded by 11 U.S.C. §362 is hereby terminated to permit FreedomRoad Financial to foreclose its interest and sell the above-described vehicle but only in the event the Debtor fails to comply

with the conditions as set out above and the attorney for Movant submits the Certificate of Default.

IT IS FURTHER ORDERED, ADJUDGED AND AGREED that, in the event FreedomRoad Financial exercises its rights to repossess and sell or otherwise liquidate the subject vehicle pursuant to this Order or any subsequent Order for Relief from Stay, FreedomRoad Financial shall have the right to file an amended Proof of Claim for any deficiency balance remaining and such balance is to be treated and paid thereafter as an unsecured claim under the existing Confirmed Plan, if any.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the fourteen (14) day stay period otherwise imposed by Fed. R. Bnkr. P. 4001(3) shall not be applicable to this Order.

END OF ORDER

APPROVED:

QUILLING, SELANDER, LOWNDS, WINSLETT & MOSER, P.C.
2001 Bryan Street, Suite 1800
Dallas, TX 75201
(214) 871-2100 (telephone)
(214) 871-2111 (telefax)

Attorney for FreedomRoad Financial

By: /s/Patrick M. Lynch
Patrick M. Lynch
State Bar Number 24065655

By: /s/Eric Allen Maskell
Eric Allen Maskell
Attorney for Debtor, Joe Bob Scroggins